DECEMBER 1971

The Signalman's JOURNAL

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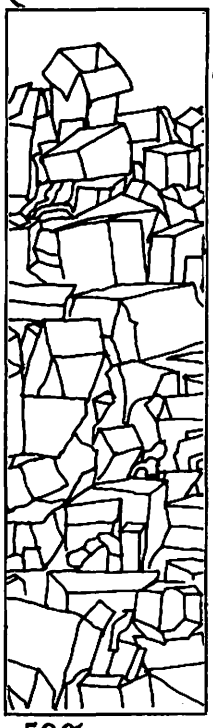
The Waste Disposal Problem

What it's all about...

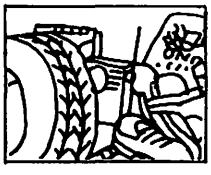


59% paper

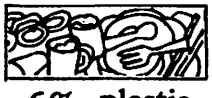
(containers, wrappers, newspapers)

16% cans

(food, beer, soft drink and other cans)



13% miscellaneous—



6% plastic

6% bottles and jars

The Answer is not Punitive Taxation

Even though glass containers comprise only 6% of the solid waste problem, there have been a number of proposals to pass punitive tax legislation against non-returnable beverage bottles, as well as cans.

Tests have shown that most deposit bottles are not returned to stores. Several years ago a New York bottler circulated 14 million returnable bottles with a 5¢ deposit. After six months almost all had disappeared. Half our nation's housewives work outside the home and they do not have the time and inclination to return containers.

We believe the answer lies in cooperation between the manufacturer, the consumer and government to re-cycle used containers back into production. This is now being done by the glass industry in 96 redemption centers in 25 states where glass plants are located.

Bottlers throughout the country are also cooperating in this continuing campaign. Up to 30% of the raw materials for new bottles may consist of salvaged glass. An even larger potential is in the use of crushed glass as a substitute for limestone in asphalt and for the production of glass wool insulation, building bricks, sewer pipes, reflective paints and costume jewelry.

We are confident that government, consumer, labor and industry — working together — can solve the problems of re-cycling glass and other packaging without punitive legislation and loss of jobs.

GLASS BOTTLE BLOWERS ASSOCIATION

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International President

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Lee W. Minton
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OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

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Christmas Greetings To Our Members And Friends

As we again approach the coming of Christmas and the celebration of the birth of Christ we pause to reflect and be thankful for the opportunity to renew our belief in people and our attitude toward our fellow men.

Your Grand Lodge Officers extend to each of our Brotherhood's members and their families a most sincere wish for a very Merry Christmas and a Happy New Year.

We wish to express sincere appreciation for the many outstanding contributions which you have made during the past year. We assure you that our Organization has sought during 1971 to serve you in a manner that will make this a happy Holiday Season for you and your families.

It is our desire to show our feelings of good will toward those who are responsible in some measure for our own success.

We have had an impressive year with significant advances. However, a great many challenges remain to test our strength and determination. With the fine spirit of dedication and cooperation we enjoy within our Brotherhood we are confident that our progress will continue in the coming year.

To justify your faith in us and in our ability to serve you well we intend to do our very best.

We take this opportunity, therefore, to wish you and your loved ones happiness, good health and prosperity during the coming year.

C. J. Chamberlain
President

R. T. Bates
Secretary-Treasurer

W. W. Altus
Vice President

J. T. Bass
Vice President

C. S. Chandler
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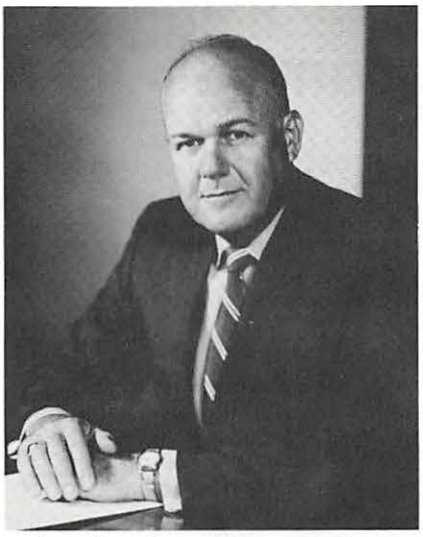
Trustee

G. A. Harrington
Trustee

A Message From President C.J. Chamberlain

IT IS DIFFICULT TO BELIEVE that another year has just about come to an end. Yet, when we consider all the events of the past months we wonder how we could have crowded so many things into such a short period of time. Looking back over the past year, we cannot help but feel a sense of satisfaction and accomplishment for having achieved many of our goals, and also a feeling of grave concern for the issues that have not yet been resolved.

Of course, one of our most important achievements has been the culmination of our wage and fringe benefit movement. Every member knows how long it took to finally reach an agreement and the patience displayed by our membership throughout the long ordeal was remarkable in itself. We are proud of the manner in which the members of the Brotherhood of Railroad Signalmen conducted themselves under



such trying circumstances, and want to take this opportunity to express our appreciation and thanks to each and everyone of you for your loyal support to your Brotherhood and your Grand Lodge Officers.

There is no point in elaborating on the agreement reached on November 16, inasmuch as it is reproduced in its entirety in another section of this Journal, other than to say that we feel it is an agreement we can be proud of, and we hope you will remove it from the Journal, study it, and retain it for future reference.

We look forward to the New Year with anticipation and optimism and will tackle our unresolved problems and the inevitable new ones that will arise with renewed vigor and enthusiasm.

As this old year with all of its joys and sorrows comes to an end, we extend to each one of you, your families, and your friends, our best wishes for all the blessings of Christmas and happiness for the New Year. We hope for peace in the world, understanding and brotherhood among men and God in the hearts of all.

Pay Board Approves Signalmen's Agreement

On Thursday, December 9, the Pay Board approved all of the 1971 increases due January 1, 1971, April 1, 1971 and October 1, 1971. Railroads were notified to place the increases into effect and to compile the retroactive pay due each employe.

The Board emphasized that three future increments in the agreement due in April and October, 1972 and April 1973 are subject to review in accordance with the normal prenotification and review procedure of the Board.

Most of the Brotherhood's General Chairmen answered roll call on November 20 at Arlington Park Towers in Arlington Heights, Illinois. The meeting was called to discuss the contents of a tentative wage agreement reached earlier in the week in Washington, D.C.

1971 Health and Welfare Notice Served

Improvements Sought in Health and Welfare Program Covering Signalmen

ON OCTOBER 15, 1971 THE General Chairmen in the United States served notice on the Carriers seeking far-reaching changes in our Health and Welfare Program.

The present contract with Travelers Insurance expires on February 29, 1972. The changes being sought would be included in the Health and Welfare Program when a new Travelers Insurance Policy Contract is written to replace the present Policy Contract GA-23000.

The Signalmen have joined most of the other rail labor organizations in seeking a two-year policy contract.

The proposal is to renew Policy Contract GA-23000 with the Travelers Insurance Company, which has the most widely dispersed group claim offices of any insurance company. Travelers has administered the program from the start and has experienced personnel in their claim offices.

Under the terms of the Railway Labor Act the parties must begin negotiations on the notice and any counter-notice within 30 days.

The notice specifies an effective date of March 1, 1972 for the proposed Health and Welfare improvements.

The proposals are as follows:

1. Eliminate all provisions pertaining to coordination of benefits.

2. Substitute for the Surgical, Radiation, and X-ray and Laboratory Schedules and for the limits on Hospital Charges provisions for covering the usual and customary charges for all such services; also cover the usual and customary charges for physician's visits whether in hospital, in office, or at home.

3. Increase the life-time maximum on Major Medical Expense Benefits to $50,000, retaining present provisions for restoration and reinstatement; also reduce the amount of the deductible under Major Medical Expense Benefits and increase the percentage of expense covered after the deductible is met; also eliminate special restriction on psychiatric care.

4. Increase the number of days of hospital expense benefits that are covered per calendar year to 365.

5. Provide full coverage for intensive care in a hospital.

6. In addition to present provisions for commencing a new hospital confinement, provide for commencing a new hospital confinement when the insured employe or any dependent has been out of the hospital for 60 or more days.

7. Improve provisions relating to out-patient expense benefits.

8. Cover voluntary sterilization expense.

9. Extend coverage to include dental care and vision care expenses with appropriate safeguards to avoid abuses.

10. Continue insurance for female employes who are absent from service on account of pregnancy; also provide pregnancy benefits for female employes of Hospital Association Railroads where the Hospital Association does not provide such benefits equal to those provided with respect to dependents under GA-23000.

11. Extend insurance coverage for discharged employes to the same extent that it is now extended to furloughed employes.

12. Provide that an employe shall become insured on the first day of the month following the month of his employment.

13. Provide that the carrier shall continue the payment of premiums until age 65 for employes who retire prior to attainment of age 65 either for disability or otherwise.

14. Provide that employes returning to compensated service from military service shall be insured immediately upon return to compensated service and that such insurance shall cover pregnancy of a wife existing at the time of such return.

15. Increase the amount of life insurance for active employes and retired employes and increase the amount for accidental death and dismemberment.

16. Correct inequities with respect to insurance of retired employes and employes not readily re-employable who have been in the service of employers whose operations have been discontinued; also clarify entitlement of employes who accept separation allowance or other benefits prior to retirement.

Dempsey Replaces Hiltz As Carrier's Top Negotiator

THE NATIONAL RAILWAY LABOR CONFERENCE ANNOUNCED THE appointment of William H. Dempsey as Chairman, effective January 1, 1972. Mr. Dempsey who is 42 and a Washington, D.C. lawyer, will succeed John P. Hiltz, Jr., who is retiring from the $100,000 a year job at his own request.

The NRLC is the Carriers' national bargaining agency, with whom the Signalmen recently reached a wage agreement.

Railroad union negotiators will soon confront Mr. Dempsey across the bargaining table once national negotiations on our Health and Welfare Notice commence early next year.

Mr. Dempsey has no previous negotiating experience but is reported to have extensive experience in railway labor and transportation law.

Dempsey, a 1952 graduate of Notre Dame, received his law degree from Yale in 1955.

Before joining the law firm of Shea & Gardner in Washington in 1962 Dempsey served as Chief Law Clerk to Chief Justice of the United States, Earl Warren.

Mr. Dempsey has represented railroad management in a number of court cases against unions. He has represented the NRLC and a number of individual railroads in court cases and emergency board proceedings arising out of labor negotiations. He was the attorney in a case last summer in which the Supreme Court ruled against the United Transportation Union holding that lower courts could judge whether parties in railroad negotiations were bargaining in good faith.

Settlement Reached After 25 Months

General Chairmen Ratify Agreement

PRESIDENT C. J. CHAMBERlain welcomed the General Chairmen of the Brotherhood to a special meeting to review the contents of a tentative Agreement. The General Chairmen's meeting, held on November 20, 1971 in Arlington Heights, Illinois, was called for the purpose of submitting the Agreement to the General Chairmen for ratification.

Chamberlain thanked the General Chairmen for being present on such short notice and told them the notice of the meeting was sent on November 12 with the intent of either having an Agreement to submit for ratification or to plan other action in our efforts to obtain a satisfactory settlement.

He stated negotiations had recessed on Thursday evening, November 11, and it was only following a telegram from Assistant Secretary of Labor W. J. Usery on November 12 summoning the parties back to Washington for negotiations on Monday, November 15, that we were able to reach a satisfactory settlement.

He also reported this tentative wage settlement was reached on November 15 at the Department of Labor Building in Washington, D.C. after almost continuous negotiations since October 1, when the 5 month cooling off period imposed by Congress expired.

Assistant Secretary of Labor W. J. Usery presided over the final negotiations. He also said in his opinion the National Mediation Board Chairman George S. Ives and Board Member Peter C. Benedict had made every effort to assist in negotiating a settlement.

President Chamberlain reviewed all events leading up to the final agreement noting that negotiations had covered a 25 month period. He told how Presidential Emergency Board No. 179 failed to make recommendations to remove the inequities in wages, working and living conditions of skilled Signalmen. Because these recommendations fell short in providing a basis for a satisfactory settlement, Signalmen were forced to resort to self help on May 17 and 18.

Further, he said, when Congress enacted legislation sending the Signalmen back to work on May 18 they recognized some of these inequities in Signalmen's working conditions.

In giving a resume of the provisions of the Agreement, Chamberlain advised the General Chairmen that the Grand Executive Council recommended that it be ratified.

It was noted the Agreement amounted to approximately 46 percent over 39 months and raises the average hourly pay of Signalmen from $3.78, under the old Agreement, to $5.52.

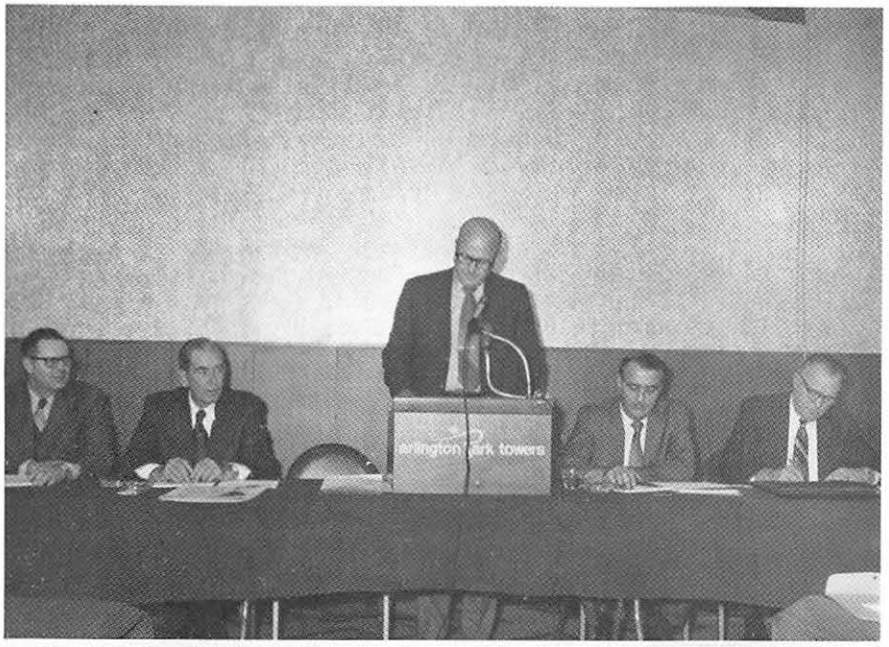
The Agreement incorporated the wage increases for 1970 provided by Congress on May 18, 1971 in Resolution S.J.-100. The Agreement also contained retroactive wage increases from January 1, April 1 and October 1 of 1971. He said the Agreement also provides for two 5 percent wage increases on April 1 and October 1, 1972 and the final increase on April 1, 1973.

Fringe benefit gains include a ninth paid holiday, Veterans Day, a fifth week of vacation for those members of the Brotherhood who have 25 or more years of service, Jury Duty pay, an overtime pay rule to provide the payment of double time after 16 hours of work and a supplemental sick leave program. Also a transfer allowance extending the benefits of the Washington Job Protection Agreement allowing 5 working days off with pay plus $400 transfer allowance when any member is transferred to a new point of employment because a Carrier makes a technological, operational or organizational change, requiring him to move his residence. The matter of improved living quarters for members assigned to camp cars was remanded to individual properties for either elimination or upgrading of the living quarters.

The contract will expire on June 30, 1973 and is retroactive to January 1, 1970. The Agreement is in settlement of the dispute growing out of notices served on the Carriers by the Signalmen on October 1, 1969 and May 18, 1970. Neither party to the Agreement can serve any notice or proposal prior to January 1, 1973 to become effective July 1, 1973.

President Chamberlain said it was a good Agreement and we obtained some of the things we wanted but not everything. He pointed out this was another step in the Brotherhood's program to remove the gross inequities that had existed in the pay structure of highly skilled Signalmen.

The General Chairmen listened to all of President Chamberlain's remarks, discussed the tentative Agreement at great length and then ratified the Agreement by an overwhelming majority.



President C. J. Chamberlain opened the special meeting on November 20 by greeting the General Chairmen and announcing he had a tentative agreement to submit to them.

Brotherhood of Railroad Signalmen

Mediation Agreement

THIS AGREEMENT made this 16th day of November, 1971, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employes shown thereon and represented by the Brotherhood of Railroad Signalmen, witnesseth:

IT IS HEREBY AGREED

Article I — Wage Increases

Section 1. Effective January 1, 1970, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on December 31, 1969 for employes covered by this Agreement will be increased in the amount of 5 percent applied so as to give effect to this increase in pay irrespective of the method of payment. This increase is in lieu of the increase provided effective January 1, 1970, by S.J. Res. 100.

Section 2.

(a) Effective November 1, 1970, hourly, daily, weekly, monthly and piece-work rates of pay in effect on October 31, 1970 for leaders and mechanics will be increased by 30¢ per hour.

(b) Effective November 1, 1970, hourly, daily, weekly, monthly and piece-work rates of pay in effect on October 31, 1970 for assistants and helpers will be increased by 18¢ per hour.

(c) The increases provided in this Section 2 are in lieu of the increases provided effective November 1, 1970 by S.J. Res. 100.

Section 3.

(a) Effective January 1, 1971, before application of the increase provided for in paragraph (b) of this Section 3, minimum hourly rates as follows will be established for hourly rated employes in the following classifications:

Helper	$3.52
Assistant Signalman—1st step	3.55
Assistant Signalman—top grade	3.75
Mechanic	4.30
Leader	4.38

(b) Effective January 1, 1971, after establishing the minimums for hourly rated employes provided in paragraph (a) of this Section 3, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on December 31, 1970 for employes covered by this Agreement will be increased by 10¢ per hour.

(c) Effective January 1, 1971, after applying the increase provided for in paragraph (b) of this Section 3, the hourly rates of hourly rated employes will be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 4.

(a) Effective April 1, 1971, hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1971 for leaders and mechanics will be increased by 15¢ per hour.

(b) Effective April 1, 1971, hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1971 for assistants and helpers will be increased by 8¢ per hour.

Section 5. Effective October 1, 1971, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on September 30, 1971, for employes covered by this Agreement will be increased in the amount of 5 percent.

Section 6. Effective April 1, 1972, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1972, for employes covered by this Agreement will be increased in the amount of 5 percent.

Section 7. Effective October 1, 1972, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on September 30, 1972, for employes covered by this Agreement will be increased in the amount of 5 percent.

Section 8. Effective April 1, 1973, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1973, for employes covered by this Agreement will be increased by 25 cents per hour.

Section 9—Application of Increases Provided for in Sections 1 to 8 inclusive.

(a) Application cents-per-hour increases:

(1) **Hourly Rates**—Add the amount of the money increase to the existing hourly rate of pay.

(2) **Daily Rates**—Determine the equivalent hourly rate by dividing the existing daily rate by the number of hours comprehended by the daily rate. The amount of the money increase multiplied by the number of hours comprehended by the daily rate shall be added to the existing daily rate.

(3) **Weekly Rates**—Determine the equivalent hourly rate by dividing the existing weekly rate by the number of hours comprehended by the existing weekly rate. The amount of the money increase multiplied by the number of hours comprehended by the weekly rate shall be added to the existing weekly rate.

(4) **Monthly Rates**—Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. The amount of the money increase multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.

(5) **Minimum Daily Increases**—The increases in rates of pay described in paragraphs (1) to (4), inclusive, shall be not less than eight times the applicable increase per hour for each full-time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employe is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(b) Application of percentage increases:

(1) **Hourly Rates**—Add the specified percent to the existing hourly rate of pay. After applying the percentage increases provided for in Sections 5, 6 and 7, round the resulting hourly rates to the nearest whole cent as provided in paragraph (c) of Section 3.

(2) **Daily Rates**—Add the specified percent to the existing rate of pay.

(3) **Weekly Rates**—Add the specified percent to the existing weekly rate of pay.

(4) **Monthly Rates**—Add the specified percent to the existing monthly rate of pay.

(c) General:

(1) **Piece Work**—Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(2) **Deductions**—Insofar as concerns deductions, which may be made from the rates resulting from the increases herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(3) **Application of Wage Increases**—The increases in wages provided for in this Article I shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and its employes represented by the Brotherhood of Railroad Signalmen, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the increase in wages shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for. Special allowances not included in said rates will not be increased.

(4) All employes who had an employment relationship after December 31, 1969, shall receive the amounts to which they are entitled under this Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have voluntarily left the service of the carrier other than to retire or who have failed to respond to a call-back to service to which they were obligated to respond under the rules agreement.

Article II — Holidays

Section 1. Effective January 1, 1972, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employes covered by this Agreement, is hereby further amended in the following respects:

(a) The preamble paragraph of Article II, Section 1 of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960 and the Agreement of April 21, 1969, is amended to read as follows:

> **Section 1.** Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employe shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:
>
> New Year's Day
> Washington's Birthday
> Good Friday
> Memorial Day
> Fourth of July
> Labor Day
> Thanksgiving Day
> Christmas
>
> provided that on railroads on which some holiday other than Good Friday has been substituted, by agreement, for the birthday holiday, unless the employes now desire to have Good Friday included as a holiday in place of such holiday which has been substituted for the birthday holiday such substitution will continue effective, and Good Friday will be eliminated from the holidays enumerated above and from the provisions of this Article II which follow.

(b) Article II, Section 4 of the Agreement of August 21, 1954 is amended to read as follows:

> **Section 4.** Provisions in existing agreements with respect to holidays in excess of the eight holidays referred to in Section 1 hereof shall continue to be applied without change.

(c) Article II, Section 5 of the Agreement of August 21, 1954, as amended by the Agreement of April 21, 1969, is amended to read as follows:

> **Section 5.** (a) Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday in the same manner as to other holidays listed or referred to therein.
>
> (b) All rules, regulations or practices which provide that when a regularly assigned employe has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.
>
> (c) Under no circumstances will an employe be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.
>
> **Note:** This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.
>
> (d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are not changed hereby.

(d) **Article II, Section 6** of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employes which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(e) **Article II, Section 7** of the Agreement of August 21, 1954, which was added by the Agreement of April 21, 1969, is amended to read as follows:

> **Section 7.** When any of the eight recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employe's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" pre-

ceding and following the holiday for such qualification purposes.

Section 2. Effective January 1, 1973, Article II of the Agreement of August 21, 1954, as last amended by Section 1 of this Article II, insofar as applicable to the employes covered by this Agreement, is hereby further amended in the following respects:

(a) Veterans Day is added to the holidays enumerated in the preamble paragraph of Section 1.

(b) Section 5 (a) is amended to read as follows:

(a) Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday and to Veterans Day in the same manner as to other holidays listed or referred to therein.

(c) The references in Section 4 and in Section 7 to "eight holidays" are changed to "nine holidays."

(d) Effective January 1, 1973, the monthly rates of monthly rated employes shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

Article III — Vacations

Section 1. Insofar as applicable to the employes covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 1 of that Agreement, as last amended by the Agreement of April 21, 1969, is hereby further amended effective January 1, 1973, to read as follows:

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1973, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1973, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employes, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

(i) In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(j) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation

in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(l) An employe who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

Section 2. Insofar as applicable to the employes covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 15 of such Agreement is hereby further amended to read as follows:

Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Section 3. Insofar as applicable to the employes covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Section 3 of Article I of the Agreement of August 21, 1954 is hereby amended, effective January 1, 1972, to read as follows:

An employe's vacation period will not be extended by reason of any of the eight recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eight holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Such Section 3 is further amended, effective January 1, 1973, to change the references to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

Article IV — Jury Duty

When a regularly assigned employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employe must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) An employe must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.

(5) When an employe is excused from railroad service on account of jury duty the carrier shall have the option of determining whether or not the employe's regular position shall be blanked, notwithstanding the provisions of any other rules.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organization in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

Article V — Overtime Rate of Pay

Time worked in excess of eight hours shall be paid for as follows:

(a) Time worked following and continuous with a regularly assigned eight-hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen hours of work in any twenty-four hour period computed from starting time of the employe's regular shift. In the application of this paragraph (a) to new employes temporarily brought into the service in emergencies, the starting time of such employes will be considered as of the time that they commence work or are required to report.

(b) This shall not affect the provisions of existing agreements as to meal periods.

(c) Nothing herein shall apply to positions which are not asisgned to regular daily hours and the rates of which comprehend all service performed, including incidental overtime, except that rules providing for additional pay after the specified number of hours comprehended in weekly or monthly rates are not affected.

(d) This Article shall become effective 75 days after the date of this Agreement except where the Committee representing the Signalmen on the individual railroad advise the carrier in writing within 60 days after the date of this Agreement that it desires to preserve in its entirety existing rules dealing with double time payments.

Article VI — Camp Cars

The matter of improved living quarters for employes assigned to camp cars, trailers, or other portable carrier-owned facilities shall be remanded to the individual properties for disposition between the parties in accordance with the following:

(a) The parties will examine the feasibility of the eventual elimination, in whole or substantial part, of the use of camp cars or other portable carrier-owned facilities which do not meet the standards of Arbitration Board No. 298, or which cannot be practically upgraded or replaced to meet such standards and where other board or lodging facilities are readily available.

(b) In the event that the parties on an individual railroad are unable to reach an agreement by April 1, 1972, to satisfactorily dispose of an issue which might develop in accordance with paragraph (a) hereof, they shall immediately agree to the establishment of a committee, consisting of a representative of the Carrier, a representative of the Organization, and a neutral to investigate the matter in dispute and make final and binding recommendations to dispose of the matter within six months of the appointment of the neutral.

(c) If the parties are unable to select a neutral member to serve with any committee established under this Article VI, the National Mediation Board shall appoint such neutral member at the request of either party. The expenses in connection with any committee shall be borne equally by the parties except that the salary and expenses of the neutral will be paid in accordance with government regulations by the National Mediation Board.

Article VII — Apprentice Programs

A Joint Committee will be established, consisting of equal representation of management and the organization, for the purpose of establishing broad guide lines for the use of local carrier and organization committees in the implementation of apprentice programs where practical. The Joint Committee may call on the Bureau of Apprenticeship and Training of the Department of Labor for assistance in this connection.

Article VIII — Changes of Residence Due to Technological, Operational or Organizational Changes

When a carrier makes a technological, operational, or organizational change requiring an employe to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employe shall be granted 5 working days instead of "two working days" provided in Section 10 (a) of said Agreement; and in addition to such benefits the employe shall receive a transfer allowance of $400. Under this provision, change of residence shall not be considered "required" if the reporting point to which the employe is changed is not more than 30 miles from his former reporting point.

Article IX — Force Reduction Rule

Insofar as applicable to the employes covered by this Agreement, Article VI of the Agreement of August 21, 1954 is hereby amended to read as follows:

(a) Rules, agreements or practices, however established, that require advance notice to employes before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employe who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employe works any portion of the day he will be paid in accordance with existing rules.

(b) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employes.

Article X — Deduction of Other Earnings in Discipline Cases

It is recognized that where an employe is dismissed or suspended from service for cause and subsequently it is found that such discipline was unwarranted and the employe is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings. This understanding is not intended to change existing rules or practices which now provide for deduction of other earnings in discipline cases.

Article XI — Court Approval

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

Article XII — Effect of This Agreement

(a) This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 1, 1969 and May 18, 1970, and of the notices served by the individual railroads on organization representatives of the employes involved for concurrent handling with the organization's notice, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employes represented by the organization signatory hereto, and shall remain in effect until June 30, 1973 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in paragraph (c) below, no party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for the purpose of changing the provisions of this agreement, or which relates to the subject matter of the provisions of this agreement or the notices specified in paragraph (a) above, and any pending notices relating to such subject matters are hereby withdrawn.

(c) During the term of this agreement, pending proposals covering the following subject matters need not

be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be handled on a local basis within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended:

Travel time.

Apprentice training—after guidelines have been established by the Committee provided for under Article VII.

Consolidation of working agreements on merged properties.

(d) If a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this agreement a "major technological change" is one involving 5 or more employes subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this agreement.

(e) Pending or new proposals served or to be served on or by individual railroads dealing with health and welfare are excepted from the provisions of this Article.

(f) During the term of this agreement, pending proposals covering subject matters not specifically dealt with in paragraphs (b), (c), (d) and (e) of this Article need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(g) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

Article XIII — Ratification

This Agreement is subject to ratification and will not become operative or binding upon the parties unless and until notification of ratification by the employes has been communicated to the Chairman of the National Railway Labor Conference by the President of the Brotherhood of Railroad Signalmen.

SIGNED at WASHINGTON, D. C.
THIS 16TH DAY OF NOVEMBER, 1971.
Signatures Omitted

Letters of Understanding

The following Letters of Understanding in connection with the Agreement entered into on November 16, 1971 were confirmed, approved and signed by both Brotherhood and Carrier Officers.

Application of Wage Increases to Job Classifications

In connection with the Agreement entered into today, this letter is to confirm our understanding that the references in Article I, Sections 2 and 4, to "leaders and mechanics" have the same meaning as the references in Article I, Section 1 of the April 21, 1969 Agreement to "Signalmen, Signal Maintainers, and all others occupying generally recognized mechanics' or higher rated positions," and that the references in such sections to "assistants and helpers" have the same meaning as the references in Article I of the 1969 Agreement to "other employes covered by this Agreement."

Retroactive Increase Payments

In accordance with our understanding, this is to confirm that the retroactive increase payments provided for in Sections 3, 4 and 5 of Article I of the agreement entered into today, to the extent that such retroactive increases are found to be permissible by the Pay Board, will if possible be paid to the employes entitled to receive such payments within sixty days after the date that the Pay Board determines the extent of permissible retroactivity or the date of ratification, whichever is later.

If a carrier finds it impossible to make the permissible retroactivity payments within the time specified, it is understood that such carrier will notify President Chamberlain in writing as to why such payments have not been made and indicate when it will be possible to make such retroactive payments.

Supplemental Sickness Benefit Plan

In connection with the Mediation Agreement, Case A-8811, signed today on behalf of the railroads represented by the Carriers' Conference Committees and the National Railway Labor Conference and their employes represented by the Brotherhood of Railroad Signalmen:

For the purpose of establishing a plan under which the railroads will provide sickness benefits supplemental to those provided under the Railroad Unemployment Insurance Act, a committee will be formed immediately, as outlined below, to work out with insurance companies and others who might be involved a plan in accordance with the substantive principles agreed to by the parties, which follow. The Committee will include representatives of the organization signatory hereto, the four shop craft organizations, and such other shop employe organizations as may become parties to a similar understanding—the number of representatives of the labor organizations to be designated by the organizations —and an equal number of representatives of the railroads.

It is agreed that—

1. The supplemental sickness benefits plan will become effective July 1, 1973. Every effort will be made to work out all necessary details and finalize the plan prior to January 1, 1973.

2. The cost to the railroads of providing the supplemental sickness benefits will not exceed the equivalent of $10.25 per calendar month for every covered employe who renders service during the month.

3. The railroad payment for supplemental sickness benefits will be considered a wage equivalent.

4. The amount of the supplemental sickness benefit will be established by the Committee according to a system of classifications which the Committee will work out. The classifications will be based on ranges of rates of pay. The benefit will be uniform within each classification. The amount of the supplemental sickness benefit plus the sickness benefit available under the Railroad Unemployment Insurance Act will not exceed 70 percent of the average straight time earnings of the employes in each such classification. The latest I.C.C. M-300 or comparable report available prior to January 1, 1973 will be used by the Committee in establishing the classifications. The December 1972 wage rates will be used in establishing the benefit rates.

5. (a) No supplemental benefits will be provided for at least the first four days of any sickness.

(b) No supplemental benefits will be provided any employe until he qualifies for sickness benefits under the Railroad Unemployment Insurance Act.

(c) No supplemental benefits will be provided any employe after his 65th birthday.

(d) Supplemental benefits will not be provided for a period longer than one year for any one sickness. The Committee referred to above shall give consideration to varying the period of benefits in accordance with length of service.

6. The amount of sickness benefits payable to an employe who has been injured in an off-track vehicle accident covered under Article IV of the Agreement of April 21, 1969 will be reduced by the amount of any payment for time lost which such employe may receive under paragraph (b) (3) of such Article IV.

7. The railroads, or their agents, may require reasonable proof of sickness, as determined by the Committee, from an employe claiming sickness benefits.

8. The plan will provide for the insuring agent, or if no insuring agent the railroad, to be subrogated to any right of recovery an employe may have against any party in case of injury, to the extent that supplemental sickness benefits have been paid.

9. The supplemental sickness benefits may be provided and administered under an insured plan, or may be provided and administered by an individual railroad as self-insurer or otherwise. The benefits will be the same however provided.

10. Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employe whose job is blanked or is covered by a realignment of forces is absent because of sickness.

11. The supplemental sickness benefits plan when established will be effective on all railroads parties to the Mediation Agreement of November 16, 1971, and any existing agreements, practices or plans providing sickness benefits or paid sick leave will be terminated effective July 1, 1973.

12. The supplemental sickness benefits plan, when established, will continue in effect without change until January 1, 1976, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. Any pending notices or proposals on the matter of sick leave or sickness benefits are hereby withdrawn, and no notice to change the plan to be established hereunder, or dealing with the matter of sick leave or sickness benefits, may be served by any party prior to July 1, 1975 (not to become effective prior to January 1, 1976).

Work of Standing Committee

In connection with the Agreement entered into today, this letter is to confirm our understanding that conferences relative to the participation of the Brotherhood of Railroad Signalmen in the work of a Standing Committee will be held at the request of either the National Railway Labor Conference or your organization.

Brotherhood of Railroad Signalmen General Chairmen Voting Record

on

October 1, 1969 Wage and May 18, 1970 Fringe Benefit Movement

Agreement

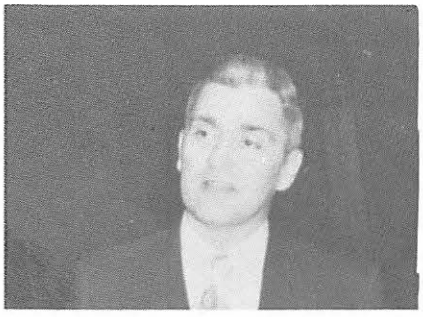
IN ACCORDANCE WITH ARTICLE I, SECTION 76 of the Constitution of the Brotherhood of Railroad Signalmen requiring that votes cast by the General Chairmen on ratification of tentative agreements be published in "The Signalman's Journal," we hereby submit the following:

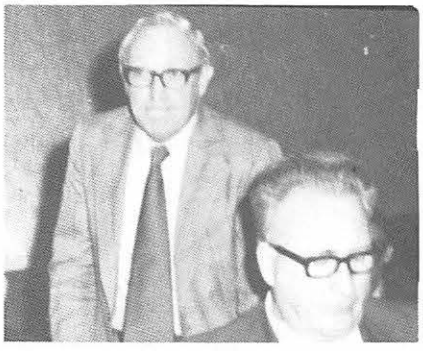
General Chairmen	Approve	Reject
Stanley K. Atkins (P&WV)	X	
Paul R. Behney (LV)	X	
James R. Berringer (URR)	X	
William J. Boyle (CofNJ)	X	
Robert E. Brennan (B&OCT)	X	
A. R. Bretschneider (CMS&P&P)	X	
James R. Bruskay (BELT)	X	
Robert C. Buck (GTW)	X	
N. R. Bulthuis (C&WI)		X
J. E. Channell (SOU. RY.)	X	
John Chatlosh (NYC&StL)	X	
W. A. Class, Jr. (NP)	X	
R. F. Claybaugh (DT&I)	X	

General Chairmen	Approve	Reject
B. V. Clyburn (VA)	X	
W. E. Crawford (SP-PL-WP)	X	
J. T. Cunningham (ST. L-SF)	X	
L. T. Davies (CMS&P&P)	X	
C. F. Dorlac (MFG)		
Edwin Ferguson (D&RGW)	X	
Richard D. Flinn (B&LE)	X	
R. B. Flowers (L&N)	X	
Donald C. Geis (ST.LSW)	X	
H. S. Gerth (C&NW)	X	
William P. Glavey (READING)	X	
G. G. Gross (SCL)	X	
Charles K. Highley (TRRA of ST.L)		X
E. D. Hodsdon (SOO LINE)	X	
M. E. Hyde (C&EI)	X	
George Ignotz (MONONGAHELA)	X	
Morgan Inman (C&O PM)	X	
Herbert K. Jackson (MONON)	X	
Harold D. Kelley (BANG. & AROOS.)	X	
C. K. Kiernan (NYC-LE)	X	
W. W. Lauer (CB&Q)	X	
J. McDonald (B&O)	X	
R. T. McGill (NYC-LW)	X	
J. F. Manning (EJ&E)	X	
L. C. Moore (MC)	X	
J. J. Morris (T&P)	X	
S. J. Muzi (ERIE)	X	
R. E. Parcell (RF&P)	X	
R. B. Park (PA.)	X	
H. H. Parker (C&O CHESA.)	X	

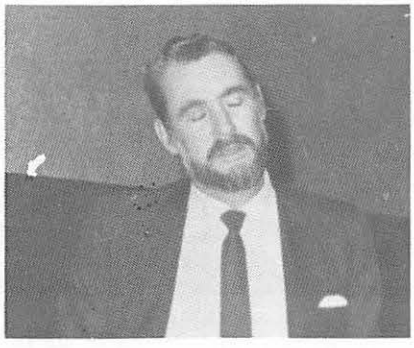
General Chairmen	Approve	Reject
H. W. Parsons (UP)	X	
J. A. Payne (WASH. TERM.)	X	
J. F. Poundstone (WAB.)	X	
J. E. Powell (GM&O)	X	
James F. Reynolds (CV)		
R. F. Richardson (GN)	X	
V. J. Sartini (N&W)	X	
Stanley S. Schenavar (D & TSL)	X	
D. J. Schuster (GM&O)	X	
Andrew L. Snyder (D&H)	X	
J. Strunk (CUT)	X	
Bevel M. Swift (SP&S)	X	
Harry B. Sykes (CLINCH)	X	
Robert Tarte (B&A)		X
J. Tennis (KCT)	X	
R. R. VanVacter (AT&SF)	X	
C. S. Warden (MP-W&S DISTS.)	X	
Maurice Welterlen (B&M)	X	
F. J. White (T&NO)	X	
H. E. Wishart (NYNH&H)	X	
B. J. Woodruff (IC)	X	
H. E. Wright (MKT)	X	
C. S. Chandler (MB)	X	
A. N. Cotton (DW&P)	X	
J. E. Dubois (CN-CP)	X	
T. H. Gregg (JT)	X	
B. H. Steuerwald (AC&Y) (BT)	X	
H. A. Stockdale (CP) ME. & VT.	X	
G. F. Harper (CRI&P) (KCS)	X	

General Chairmen Met in Arlington Park, Illinois to Discuss





and Ratify Wage Agreement on November 30, 1971



B. of R. S. Annual Financial Report

by R. T. Bates, Secretary-Treasurer

ON JUNE 30, 1971, THE FISCAL year of the Brotherhood of Railroad Signalmen was ended, and in accordance with the provisions of Section 61 of Article I of our Constitution, we have complied with the instructions of the Grand Board of Trustees by submitting the records of Grand Lodge to the firm of Brabenec, Yasus, Tague and Company for the annual audit. The report of this audit has been received from the accountants and on August 27, 1971, a copy of the report was mailed to each Recording Secretary of our Subordinate Lodges. In an effort to make this report available to each individual member, we have reproduced the report in the following pages.

This report reflects that we had an increase in income in the General Fund account of $55,158.88 in the fiscal year, above the income received in the prior year. During the report period we had an income from all sources in the General Fund of $675,254.87, compared to $620,095.99 in the prior fiscal year. Effective on January 1, 1971, the allocation of per capita tax to the General Fund was increased from $7.20 to $12.70 per quarter, by action of the 1970 Convention. Assessment number eight (8) of $5.00 in the third quarter of 1970 was also a contributing factor in providing the increase in the General Fund income during the recent fiscal year.

Our Contingent Fund balance increased from $216,905.35 on June 30, 1970 to $273,695.07 on June 30, 1971, which shows a gain in this fund of $56,789.72 during the recent fiscal year. Effective with the first quarter of 1971, the per capita allocation to the Contingent Fund was increased from $1.00 to $2.00, which is also a result of the 1970 Convention action.

During this report period, we paid out $10,204.33 from the Contingent Fund in strike benefits to our striking members who are continuing the strike against the Florida East Coast Railway. We are currently paying strike benefits to, and/or insurance premiums for 11 of our members on the Florida East Coast who are still actively supporting this strike. The strike against Florida East Coast has continued

for more than eight and one-half years, without an acceptable agreement being reached.

Our Building Fund income decreased from $10,042.60 in the year ending June 30, 1970, to $9,881.50 during the fiscal year ending June 30, 1971. In spite of the decrease in the Building Fund income, and the increased depreciation of the building we were able to show an increase in capital assets of the account, by deferring any extended repairs to the building during the 1971 fiscal year. It will be necessary that substantial maintenance be performed on the building during the current fiscal year, in an effort to keep it in good condition.

On June 30, 1971 we had a balance of $66.74 in the Signalman's Journal Fund, compared to a balance of $9,286.93 on June 30, 1970. It continues to be a struggle to make ends meet with the present allocation to the Journal Fund. Increased cost of printing and labor are reflected most prominently in this account.

Our total real assets decreased from $884,342.03 at June 30, 1970 to $857,542.41 on June 30, 1971. The Building Fund and Contingent Fund had increases, while the General Fund and Journal Fund each had substantial losses for the year. We have previously pointed out that the General Fund is the operating fund of our Brotherhood, and the increased costs in the operation are reflected by the condition of this fund. In the recent fiscal year we have had extensive costs in connection with our 1969 wage case, and 1970 fringe benefit movement. In addition to those higher costs, we experienced substantial expenditures for our August 1970 Convention. Another item causing considerable expense during the 1971 fiscal year was the completion of compiling the data contained in our membership survey.

Also contributing to the increased expenditures of our operation is the increase in pay roll costs which included retroactive pay legislated by Congress on May 18, 1971. Sections 28 and 30 of Article I of our Constitution provides that any increases in wages or fringe benefits negotiated on a national level in the United States must be passed on to the Officers and Grand Lodge Representatives of our organization. The rising costs caused by the current inflationary spiral continue to be reflected in our everyday operation, and especially in the period covered by this report, because of the many activities we are now concerned with. During this current fiscal year we will participate in the negotiation of the continuation of our health and welfare plans which are due to expire on February 29, 1972.

Last year at this time, we anticipated that we were near the end of the negotiation of our current wage and fringe benefit cases which were and are a heavy drain on our General Fund account. We certainly hope that these cases will be brought to a satisfactory conclusion shortly, and that our members will receive the substantial wage increases they are so justly entitled to.

Everyone is aware of the condition of the economy of our country generally and we wish we were able to share the optimism of the current administration that improvements are just around the corner, however, it appears obvious that this administration is concerned that big business must flourish at the expense of the working people of our country.

We would like to take this opportunity to express our gratitude to all of the Local Lodge and General Committee officers for their untir-

ing efforts and cooperation over the past year. We appreciate the loyalty and interest of the entire membership and are confident that this trust is not misplaced. Although we do not wish to single out special officers for praise, this office would like to especially recognize the Local and General Financial Secretaries for their continued hard work. It seems to us that these officers are too often taken for granted while performing most difficult tasks, and because of this, we think they deserve special "thanks."

Although this has been a most trying year, we feel that some progress has been made, and pray that next year we will be able to look back on bigger and better accomplishments.

Statement Issued By Brabenec, Yasus, Tague & Co., C.P.A.

We have examined the balance sheet of the Brotherhood of Railroad Signalmen (a voluntary unincorporated organization) at June 30, 1971, and the related statement of income and capital of the several funds for the year then ended. With the exception that we did not communicate directly with the members for the purpose of verifying the amounts of per capita tax and other fees, our examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying balance sheet and statement of income and capital of the several funds present fairly the financial position of the Brotherhood of Railroad Signalmen at June 30, 1971, and the results of its recorded transactions for the year then ended in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Comments relative to the balance sheet amounts and our examination of them follow.

Brotherhood of Railroad Signalmen

Balance Sheet June 30, 1971

EXHIBIT A

	Combined	General Fund	The Signalman's Journal Fund	Contingent Fund	Building Fund
ASSETS					
CURRENT ASSETS:					
Cash	$552,587.61	$290,175.86	$2,811.42	$242,118.75	$ 17,481.58
Securities—at cost	166,326.32	134,750.00		31,576.32	
Accounts receivable:					
Accrued interest	1,033.70	1,033.70			
Others	1,668.06	1,247.84	420.22		
Prepaid expenses	1,851.22	1,578.64			272.58
Total current assets	723,466.91	428,786.04	3,231.64	273,695.07	17,754.16
FIXED ASSETS:					
Land—at cost	12,000.00				12,000.00
Building—at cost $148,163.52					
Less reserve for depreciation 43,266.61	104,896.91				104,896.91
Office furniture and equipment—substantially at cost 56,427.65					
Less reserve for depreciation 40,311.56	16,116.09	16,116.09			
Total fixed assets	133,013.00	16,116.09			116,896.91
OTHER ASSETS:					
Interest in the Labor Cooperative Educational and Publishing Society—at cost	1,062.50	1,062.50			
	$857,542.41	$445,964.63	$3,231.64	$273,695.07	$134,651.07
LIABILITIES					
CURRENT LIABILITIES:					
Accounts payable	$ 43,456.32	$ 40,906.33	$2,463.46	$	$ 86.53
Accrued payroll taxes	7,205.83	6,504.39	701.44		
Accrued real estate taxes	7,036.28	7,036.28			
Total current liabilities	57,698.43	54,447.00	3,164.90		86.53
CAPITAL:					
Exhibit B	391,517.63	391,517.63			
Exhibit D	66.74		66.74		
Exhibit E & F	408,259.61			273,695.07	134,564.54
	$857,542.41	$445,964.63	$3,231.64	$273,695.07	$134,651.07

EXHIBIT B

BROTHERHOOD OF RAILROAD SIGNALMEN
GENERAL FUND

Statement of Income and Capital
Year Ended June 30, 1971

INCOME:		
Per capita tax		$569,716.06
Initiation fees		7,117.00
Grand lodge dues		3,436.66
Special assessments		61,535.03
Supplies and postage		4,285.04
Interest and dividends		21,478.29
Subordinate lodge bonds—net		790.25
Sale of training books		2,843.25
Services to locals		3,669.86
Profit on redemption of Canadian bonds		156.25
Closed locals		227.18
		675,254.87
EXPENSES (Exhibit C)		**779,531.80**
NET (LOSS)		**(104,276.93)**
CAPITAL—June 30, 1970		**495,794.56**
CAPITAL—June 30, 1971		**$391,517.63**

EXHIBIT C

BROTHERHOOD OF RAILROAD SIGNALMEN
GENERAL FUND

Statement of Expenses
Year Ended June 30, 1971

Salaries:		
Grand lodge officers (15)		$136,016.04
Grand lodge representatives (5)		56,874.32
Special representatives		636.21
Office employes (19)		81,504.30
Director of Research		15,912.43
Traveling expenses:		
Grand lodge officers		66,548.42
Grand lodge representatives		18,943.73
Special representatives		1,687.41
Director of Research		5,274.25
Pensions—retired Grand lodge officers		4,338.00
Office supplies and stationery		11,915.26
Postage		6,763.82
Telephone		9,957.28
1961 rules and wage movement		2,000.00
1969 wage movement		89,748.09
1970 fringe benefit movement		1,346.70
Railroad retirement tax		19,137.12
Unemployment insurance tax		4,411.01
Railway Labor Executive Association		13,500.00
Canadian Railway Labour Executive Association		930.00
Per capita dues and special assessments:		
A.F.L.-C.I.O.		11,437.40
Canadian Labour Congress		1,683.00
Maintenance of office equipment		1,128.85
Railway publications and statistical data		1,816.35
Printing of awards		615.66
Membership cards		716.50
Rent:		
Winnipeg, Manitoba, Canada	$ 480.00	
Montreal, Canada	1,087.20	
Bristol, Tennessee	600.00	
Paducah, Kentucky	480.00	
Washington, D.C.	1,008.00	
Littleton, Colorado	900.00	4,555.20
Attorney fees		14,231.94
Accounting fees		1,550.00
Fidelity bonds—Grand lodge		206.58
Professional services		2,146.79
Negotiating Committee Ry. Unions (Canada)		654.64
Path negotiations		500.00
General Fund services—Signalman's Journal Fund Manager		1,373.12
Moving expenses		3,889.87
Rental of office equipment		445.48
Building expense—real estate taxes		7,020.99
Contributions		360.00
Insurance		1,713.62
Depreciation of office furniture and equipment		2,141.63
Express charges		45.32
1971 directories		1,362.64
Group insurance		11,417.94
Flowers		49.50
Safety deposit box rental		17.25
Personal property taxes		19.42
Exchange and duty		1,083.93
International executive officers expense		235.50
Photographs		629.33
Membership fee—Association of American Railroads		85.00
General Chairmen's meeting		845.40
General committee refunds		78.96
Notary public license		10.00
Membership survey		35,474.52
1970 convention expense		27,502.64
Allocations to other funds:		
Signalman's Journal Fund (Exhibit D)	$27,674.29	
Contingent Fund (Exhibit E)	58,150.12	
Building Fund (Exhibit F)	9,218.03	95,042.44
		$779,531.80

EXHIBIT D

BROTHERHOOD OF RAILROAD SIGNALMEN
THE SIGNALMAN'S JOURNAL FUND

Statement of Income and Capital
Year Ended June 30, 1971

INCOME:			
General fund allocation			$27,674.29
Advertising			5,927.46
Subscriptions			147.25
Interest on savings account			41.43
			33,790.43
EXPENSES:			
Publication costs:			
Printing and mailing	$24,922.33		
Articles	243.00	$25,165.33	
Salary—Manager	15,306.71		
Less reimbursement from General Fund for services performed	1,373.12	13,933.59	
Manager's expenses			958.79
Postage			208.00
Subscriptions and books			39.00
Stationery and supplies			27.90

Photographic work and camera supplies	370.95	
Group insurance	556.56	
Unemployment insurance	192.00	
Railroad retirement tax	879.12	
Transportation	574.38	
International Labor Press Assn. dues	100.00	
Midwest Labor Press Assn. dues	5.00	43,010.62
Net (loss)		(9,220.19)
CAPITAL—June 30, 1970		**9,286.93**
CAPITAL—June 30, 1971		**$ 66.74**

EXHIBIT E

BROTHERHOOD OF RAILROAD SIGNALMEN CONTINGENT FUND

Statement of Income and Capital
Year Ended June 30, 1971

INCOME:		
General fund allocation		$ 58,150.12
Interest and dividends		8,845.38
		66,995.50
EXPENSES:		
Strike benefits— Florida East Coast RR.	$10,204.33	
Bank charges	1.45	10,205.78
Net income		56,789.72
CAPITAL—June 30, 1970		**216,905.35**
CAPITAL—June 30, 1971		**$273,695.07**

EXHIBIT F

BUILDING FUND

Statement of Income and Capital
Year Ended June 30, 1971

INCOME:		
General fund allocation		$ 9,218.03
Interest on savings account		663.47
		9,881.50
EXPENSES:		
Trustees' fees for holding title	$ 20.00	
Fuel oil	874.57	
Maintenance and operations	2,127.20	
Utilities	2,688.30	
Depreciation	3,819.88	9,529.95
Net income		351.55
CAPITAL—June 30, 1970		**134,212.99**
CAPITAL—June 30, 1971		**$134,564.54**

Labor Joins Fund Drive For Children's Asthma Research Institute

THE NATIONAL LABOR Council for the Children's Asthma Research Institute and Hospital is conducting its annual labor drive to raise funds to help children recovering from asthma in the Denver based Children's Asthma Research Institute and Hospital.

The National Labor Council has requested the Brotherhood of Railroad Signalmen to actively participate in this drive to raise money to assist the 300,000 American children who suffer with chronic asthma.

President Chamberlain, when endorsing the fund raising drive, noted how through the years CARIH has specialized in care and treatment and has restored hundreds of children to healthy, active lives.

Many of the children haunted by asthma are the sons and daughters of union members, he also noted.

More than 60 percent of the children receiving treatment are from families who belong to the Labor movement. All treatment is free and the results of the research are passed on to the entire medical world so that one day we can eradicate this scourge from the world.

Everything learned through the recovery of each CARIH youngster is applied in the basic and clinical research program. All allergic and asthmatic children today benefit from the CARIH program. The CARIH research has a long-range goal. Research scientists are gathering data in every available area to find the important answers—answers that mean the final conquering of asthma and other allergic problems.

CARIH has established a Research Fellowship Fund in the name of John H. Lyons, President of the Iron Workers, in addition to the Neil Haggerty Research Fellowship Fund that has been in existence for 10 years.

President Chamberlain noted this is a most deserving cause and he urged every member to make a contribution. It costs $30.00 per day to take care of one child. By making a contribution we give new hope, new health and even new life.

There is hope for these children, Chamberlain stated, and there is relief for their parents, who are physically, emotionally and financially exhausted through years of trying to cope with this terrible disease.

Please make all checks payable to the CARIH Labor Council and send to Grand Lodge Headquarters.

Notice To All Members of Local 15

Effective in the first quarter of 1972 the dues for all members of Local 15 will be $35.00 per quarter.

L. J. Robbins
Recording Secretary
Local 15

Nixon Names Benedict to Mediation Board

PETER C. BENEDICT, 45, IS the newest member of the National Mediation Board. Benedict has been labor counsel for the Republican minority on the U.S. Senate Labor Committee and was formerly on the Labor Board staff. He was appointed to the Mediation Board by President Nixon.

Other board members are Chairman George S. Ives and David H. Stowe. Benedict fills the vacancy caused by the resignation of Francis A. O'Neill, Jr.

Office of the

SECRETARY-TREASURER

Survivor Benefits for Students

UNDER THE RAILROAD RETIREMENT Act, children of deceased career railroad employes are provided with annuities of their own between their 18th and 22nd birthdays if they continue their education or vocational training. In effect, this is an extension of the benefit program provided for minor children under age 18 who receive benefits regardless of whether or not they are students.

The provisions for these student benefits insure career employes that in the event of their untimely death their children will still have some financial support if they wish to continue their education.

The following questions and answers outline the basic requirements and other features of this program.

How much do these student's annuities generally amount to?

In mid-1971 the average monthly benefit paid to a student was $127.

What is required for the student to be eligible?

He must be at least 18 years old but not yet 22, unmarried and attending school on *a full-time basis.* His deceased parent must have been insured for survivor benefits under the Railroad Retirement Act. In general, the parent would be insured at death if he had 10 or more years of railroad service and a "current connection" with the railroad industry. The "current connection" requirement is generally met if the parent had been working in the railroad industry up to or shortly before his death or his retirement.

What is required for a student to qualify as a full-time student?

Students attending college, either in day or evening classes, meet this requirement if the college, or junior college, considers him a full-time student.

If he attends a high school, vocational school, or other instructional school, either as a day or evening student, he is considered a full-time student if:

- He is enrolled in a course of study lasting at least 13 weeks;
- He is recognized by the school as a full-time student; and
- He is enrolled for at least 20 hours a week.

Are there any restrictions on the type of school a student may attend in order to qualify for an annuity?

Yes. He must attend a high school or vocational school that is supported or operated by a local or State government, or the Federal Government; a State university or college or a community college; a private school or college that is approved by a State or is accredited by a recognized agency; or a non-credited school or college *if* its credits are accepted on transfer by at least three accredited schools or colleges. Also acceptable is attendance at foreign secondary schools and some foreign colleges and universities.

A student should get in touch with the nearest office of the Railroad Retirement Board for further information as to whether or not attendance at a particular school satisfies the requirements.

Will enrollment in correspondence courses qualify a child as a full-time student?

Generally not. Only under certain special circumstances can full-time attendance be based on correspondence courses. Anyone considering correspondence courses should check with the nearest Board office for details concerning his specific case.

If a child is taking some job-related courses at a college at the request of his employer, can he receive an annuity if he is receiving his salary while at school?

No. The fact that his *employer pays him while he is attending school* disqualifies him for an annuity.

Attend Your Union Meetings

What information should the student be prepared to give when he visits a Board office to apply for his annuity?

The Board will need to know:

- The name and address of his school;
- The dates of attendance during the past year;
- His student indentification number, if he has one;
- The number of clock hours of attendance each week if he is a student at a high school or vocational school;
- If and when he plans to return to school full time after the close of the current year.

Will a student receive his annuity for the months that he is not in school?

Yes. He can receive his annuity during periods of four months or less (such as summer vacation) if he was attending school full time before the period began and he intends to return to school full time when the period ends.

If he did not intend to return to school at the beginning of the period but later changed his plans, he would still be entitled to payment.

Will a student's earnings affect his annuity?

The rules on earnings for students are the same as for other survivors. He may earn up to $1,680 each year with no effect on his annuity. If he earns more, his annuity will be reduced at the rate of $1 for every $2 earned between $1,680 and $2,880 and at the rate of $1 for every $1 in excess of $2,880; however he will not lose benefits for any month in which he earns $140 or less.

How long does a student receive an annuity?

His annuity may continue until he reaches age 22, marries, is adopted by someone other than a close relative, or when he is no longer attending school full time, whichever first occurs. His last payment will be for the month before one of these events occurs.

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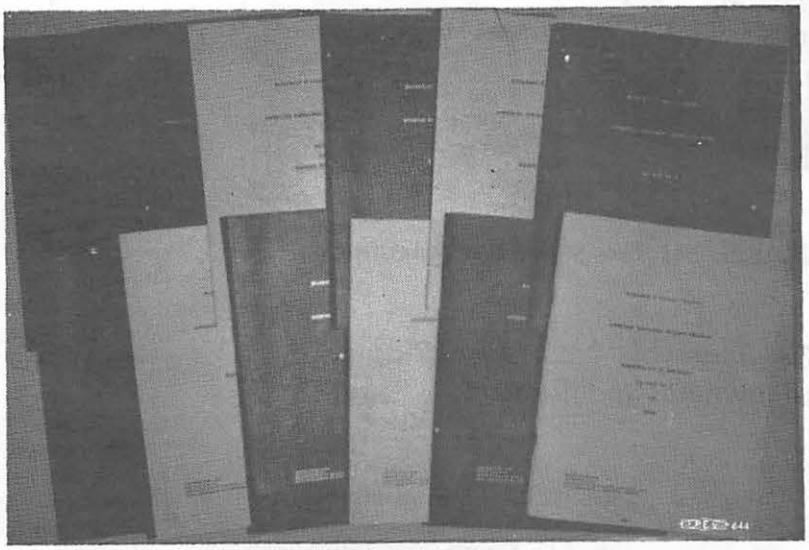

Apprentice Signalman Training Program Texts Furnish Detailed Hard to Get Information

WELL TRAINED SIGNALMEN are necessary in the installation and maintenance of signal systems on our Nation's railroads.

The technology of modern signaling is advancing at a rapid pace. New developments are being made in this specialized field regularly. Are you keeping pace with the Industry? Where can you look for help?

The Brotherhood of Railroad Signalmen is offering a series of text books, prepared especially for signalmen, at a nominal cost. A thorough knowledge of the contents of these specially prepared texts will make you a valuable asset to the company for which you work.

Text No. 1 deals primarily with carrier rules, motorcar operations, and the fundamentals of electricity as relating to signal devices, circuit symbols and nomenclature.

Text No. 2 explains signal terms and definitions, relays and relay circuits, track circuits, line circuits, code lines, and batteries used in signaling. Meters are also discussed in this text.

Text No. 3 emphasizes and explains the purpose and function of different types of relays, automatic signaling, time code control, and deals with the first principles of electronics.

Text No. 4 explains in detail the use and function of traffic control systems of signaling, and an elementary study of power switch machines.

Text No. 5 furnishes information regarding crossing protection, steady track battery on coded track circuits, polar stick relays, both front and back contact cut sections, and ICC tests of signal equipment.

Text No. 6 deals exclusively with a simple automatic interlocking and modifications necessary to operate it by remote control.

Text No. 7 is a comprehensive digest of information related to the TCS control machine; the generation and transmission of codes; chain repeat action of coding units; and indication code preference.

Text No. 8 covers electric locked switches; and maintenance procedures for detector devices, coded track circuits, carrier equipment, and diesel generators.

Mr. R. T. Bates, Secretary-Treasurer
Brotherhood of Railroad Signalmen
2247 Lawrence Avenue
Chicago, Illinois 60625

..... (Date)

Please send me.....copy(s) of the B of R S Apprentice Signalman Training Program Text:

No. 1 ☐ @ $1.75 each
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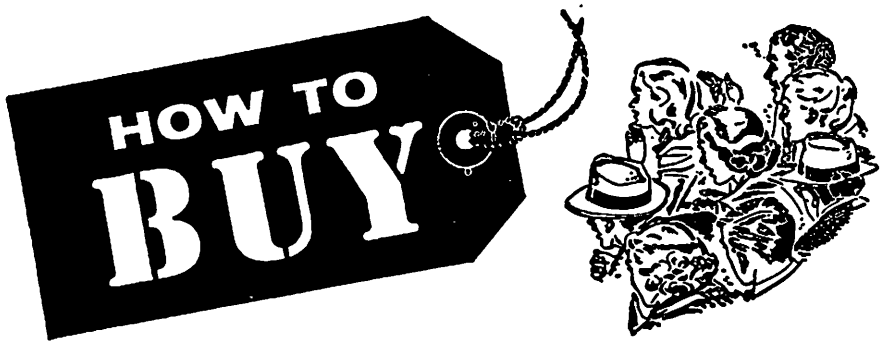


By SIDNEY MARGOLIUS, for The Signalman's Journal

Insurance Non-Renewals Now Also Plague Homeowners and Renters

ALREADY SHOCKED BY BIG jumps in property insurance rates in recent years, both homeowners and renters in many areas now also are plagued by non-renewals, just as car owners have been for some years.

Readers have reported non-renewals not only in so-called high-risk areas but also in well-protected areas. Often, in recent years, policies have been dropped by insurors because residents such as working couples or single men or women were not at home during the day. This new attitude has developed because usually homeowner and apartment insurance includes burglary insurance, and insurance companies fear such premises may be inadequately protected during the day.

Thus, Marian Grunder, a well-known Long Island, New York, newspaperwoman was informed by the big U.S. Fidelity and Guaranty Co. that it would not renew her policy because "your premises are unoccupied daily." Mrs. Grunder, a determined and knowledgeable woman, fought back. She pointed out to the company that this attitude noticeably discriminated against working women; that actually she worked five minutes away and returned daily for lunch with her school-age children. She also wrote letters to her state legislators, local newspapers and community organizations.

The company reinvestigated, found that it had "made an error," as the company president told me, and that her home was indeed "a normal risk with normal exposure."

A New York State assistant attorney general reported that even he was non-renewed because there was no one home during the day.

One retired worker in Port Ludlow, Wash., had the property insurance on his small old house cancelled by Continental Insurance Co. because it was too low in value for them to bother with.

Other homeowners in recent years have found themselves cancelled because they made several minor claims. Often the total of such claims has been much less than the policy-holders had paid into the insuror's coffers.

Heaviest cancellations, of course, have been in actual high-risk areas, to the extent that the government now requires and even subsidizes property insurance for families and businessmen who are unable to buy it privately or must pay very steep rates.

There are two such plans. The FAIR (Fair Access to Insurance Requirements), established in 1968, provides fire and extended coverage through insurance pools in areas where individual insurance companies will not write it. In New York State, more than 25 percent, and in Washington, D.C., more than a third of all such insurance currently is being provided under the FAIR plan, Virginia Knauer, consumer assistant to the President, reported. The FAIR program operates in a number of regions but not all over the country.

Another program, which became effective in 1971, provides crime and theft insurance in areas where such private insurance is not available at "affordable" rates as determined by the government. Currently, this program is operating in California, Connecticut, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, Ohio, Pennsylvania, Rhode Island, and the District of Columbia, under the supervision of the Federal Insurance Administration.

Attend Your Union Meetings

The program is actually operated by private companies, for example, Aetna Casualty and Surety Co. in a number of states. The Federal Insurance Administration is part of the Department of Housing and Urban Development (HUD). You can find the address of the local HUD offices in your telephone book or can write to HUD, Washington, D. C. 20411.

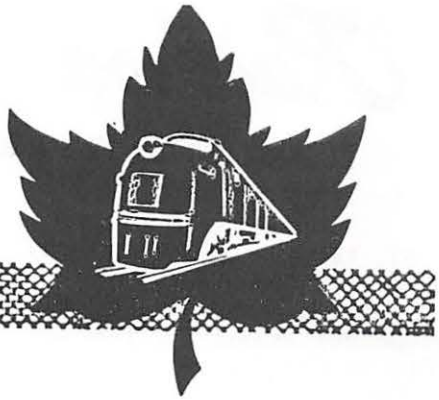
You also can get the forms for this program from any licensed broker. Presumably you will have been turned down by a private company before-hand because yours is considered a high-risk area.

But while these alternative programs are available in some areas, homeowners and renters should not accept passively any non-renewals they suffer, but should complain to the state insurance department and to the Federal Insurance Administration. The alternative federal programs are available only in some areas. If insurance companies think they can just take the select risks and dump people in higher-risk areas or working people who must leave their homes unattended during the day, consumers may have to ask the government to take over the job of providing household coverage altogether.

Homeowners also have become increasingly concerned about flood insurance. This is a risk they never paid much attention to before. But recently floods in the Northeast seriously damaged many homes, as they have in other parts of the country in other years.

Until recently flood insurance was not widely available to homeowners. Now there is a federal program for this need too, although again it is available only in some areas. The program is administered by the National Flood Insurers Association consisting of private insurors subsidized by the government to provide this coverage. However, the association covers local communities only if the town government applies for this coverage and agrees to take needed flood control measures. In such areas, any insurance agent can supply the necessary application forms, or you can get information from the Federal Insurance Administration, care of HUD.

news from Canada



DONALD MACDONALD, president of the Canadian Labour Congress, strongly criticized the "armchair experts who want to tinker with the country's economy" and warned that trade unions would oppose any attempt at wage controls in Canada.

Mr. MacDonald said that the "psychotic obsession" of the Government of Canada with inflation brought about a situation which has led to serious unemployment.

"But the most startling and disgraceful aspect of our continuing high rate of unemployment is that it has been openly and deliberately created by a government which boasted that it was prepared to adopt policies which would put people out of jobs in its concentration on the matter of inflation," he said.

At the same time the government-appointed Prices and Incomes Commission tried to force workers to accept 6-percent wage guidelines, but had no answers when asked what it proposed to do about controlling profits, professional fees, real estate speculation and interest rates.

"It seemed that the only group the commission was really concerned about shackling were the working people," Mr. MacDonald said.

Labour succeeded in fighting off this most serious threat to the whole structure of collective bargaining. To a large extent the commission has been discredited and is now living on borrowed time, he said.

But although it has now been conceded that voluntary restraints cannot work, the threat to collective bargaining still exists, Mr. MacDonald warned.

"There has been some speculation that the action by the President of the United States in imposing a wage-price freeze may provide impetus to the implementation of some form of controls in Canada. While this American action is not the business of Canadians, nevertheless it is surely appropriate to comment that this action was plainly a desperate attempt to try to deal with an inflationary situation in that country brought on by years of government mismanagement of the American economy, which also had an adverse effect on Canada and other countries." Mr. MacDonald said.

"There could be a new drive for selective controls on a mandatory basis. Some person or some select group . . . would pick out certain groups of workers who would then be compelled by law to conform with guidelines. They would be made the guinea pigs and goats for all of society.

"They would have the burden placed on their shoulders.

"And you don't have to use much imagination to realize who would be able to go on their merry way reaping profits and changing prices at will."

Mr. MacDonald described such a scheme as the "very height of inequity."

"Organized labour in this country does not see the right to free collective bargaining, won at such high cost, scuttled by some group of armchair experts who want to tinker with the economy to try out their own pet theories," he said.

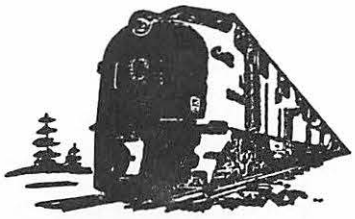
MacDonald issued the following statement in connection with the legislation designed to counteract the effects of the recently imposed U.S. import surcharge:

"We are very much concerned, as we have previously stated on a number of occasions, that everything possible be done to prevent layoffs in plants which may be adversely affected by the 10-percent U.S. import surcharge.

"In this connection we are appalled by the fact that no provision has been made to give Canadian workers, who should be the main concern of any legislation affecting employment, some representation on the Employment Support Board. It is simply incredible that while this Board is to have business representatives, there is to be no labour representative. In other words, Canadian workers, whose jobs are at stake, will have no voice. We urge the federal government to remedy this important matter before the Employment Support Act is enacted into law.

We believe that the federal government should move as rapidly as possible to ensure that no Canadian worker's job will be jeopardized as a result of the surcharge. The bill, entitled the Employment Support Act, raises a number of questions which have not been satisfactorily answered. The guidelines under which grants are to be made to companies are too general and vague. For example, what is meant by the guideline which stipulates that a company must prove that the surcharge is likely to cause 'significant' layoffs at the plant? What is meant by the guideline which stipulates that a company must undertake to maintain production and employment at a 'satisfactory' level? The wording of these guidelines gives rise to the fear that many jobs will not be protected under this bill. Furthermore, we believe that the regulations governing this bill should have been introduced into Parliament simultaneously with the bill. The government has asked Parliament to consider a bill without providing adequate information upon which to make a judgment as to how effective it will be in protecting workers' jobs. We strongly urge the government to ensure that these regulations will provide direct protection to workers and that there will not be any mere 'trickling down' effects from these grants."

Railroad NEWS IN BRIEF



ST. LOUIS-SAN FRANCISCO RAILWAY has placed an order with GRS for equipment to modernize and expand the Tennessee Yard at Memphis.

The railway will add a new group of ten classification tracks to the yard, and existing equipment will be modernized to handle extra-heavyweight cars more efficiently.

The Frisco first put Tennessee Yard into service in 1957, with 50 classification tracks, automatic switching, and computer control of car rolling speeds, all equipment furnished by GRS. Present plans call for the new facilities to be complete and in service by the summer of 1972.

PENN CENTRAL is modernizing two interlockings in New York City. The interlockings will be controlled from a GRS Traffic Master console located at Lexington Avenue. The system, expected to be in service early in 1972, will be a GRS System 4000, the high-speed Solid State Code System.

THE HOUSTON BELT & TERMINAL COMPANY at Houston is installing a GRS turnout that is expected to be operative by December of 1971.

THE PENN CENTRAL RAILROAD has awarded a contract to the General Railway Signal Company to provide equipment for the installation of centralized traffic control on two branches of the Niagara Falls Subdivision and a section of the Fort Erie Branch at Welland, Ontario. These lines are being relocated due to the expansion of the Welland Canal.

A Traffic Master console, which includes NX facilities, will control ten locations on the three lines, covering a total of approximately twenty-four miles of track. The control console will be at St. Thomas, over 100 miles from the controlled areas. Controls and indications will be sent over voice-grade telephone lines, utilizing the high-speed System 4000 digital electronic code system.

THE NEW ORLEANS TERMINAL is installing a new control machine at the Northeast Interlocking Tower. The new Interlocking is used jointly by the Southern Railway and the Louisville & Nashville Railroad.

The new machine, furnished by General Railway Signal Company, will consolidate the functions of three previous machines, controlling ten switch locations by Type J code system and two by direct wire.

THE SOUTHERN RAILWAY has placed an order with General Railway Signal Company for equipment to extend a traffic control system 55 miles from Berwin, Georgia to Jersey, Tennessee. The control center, in Atlanta, Georgia, will be linked to the field locations by "System 4000", the GRS high speed, solid-state code system, superimposed on microwave. The extension will add twelve control points to the system.

BURLINGTON NORTHERN will add three locations to the existing GRS control console at Missoula, Montana. The new control locations at Helena Junction, Garrison and Garrison Wy. are expected to be in service by early 1972.

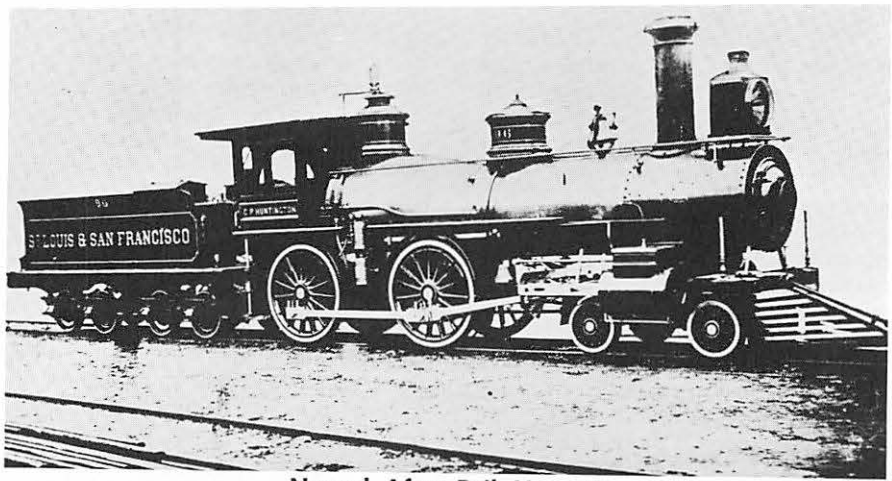
THE BURLINGTON NORTHERN RAILROAD ordered from General Railway Signal equipment to extend centralized traffic control on the Wishram to Vancouver line from Wishram to Stevenson, an addition of 52 miles. Switches and signals at the 11 locations will be controlled from a "Traffic Master" console at Portland. Controls and indications will be transmitted via a Type J code system. The project is expected to be completed by February of 1972.

THE TEXAS & PACIFIC RAILWAY officially opened its new Centennial Yard, in ceremonies marking its 100th birthday. Centennial Yard, formerly known as Lancaster Yard, in Fort Worth, will be able to handle 3,000 freight cars every day on its 50 miles of track. The yard is 3.5 miles long with 44 classification tracks.

A digital computer controls operations permitting better car classification. The computer also has a memory bank for other clerical and operating functions, such as keeping a perpetual inventory of cars instantly available.

MoPac plans in the future to use the computer to keep a daily inventory on the exact location and other information on every freight car the railroad has in the Fort Worth-Dallas area.

The yard also has an electronic scale to weigh cars in motion.



Named After Rail Magnate

Here's a portrait of another locomotive that may stir memories among old-time railroaders. It was known as the American type (4-4-0), built in 1884 by Cooke Locomotive & Marine Co. for the St. Louis & San Francisco Railway. It was named the C. P. Huntington, after the famed railroad magnate of the last century.

SHANTY BANTER

Mr. X, faced with the demands of Christmas shopping, decided to open a charge account at the department store.

He was sent to the business office and given a credit application form.

Under the item marked Occupation, he wrote Signalman.

Under the item marked Income, he wrote insufficient.

Most men believe that a woman's place is in the home. They expect to find her there immediately after she gets off from work.

Joe got a job in the post office just before Christmas.

The mail snowed in.

Joe was told to take care of the special delivery mail zip coded 941 for San Francisco.

And that's where Joe went—San Francisco.

Special delivery . . . to be sure.

Note: Unless you deliver $100,000 we will kidnap your wife.
Husband: I don't have the money right now, but keep in touch, your proposition is interesting.

"You must realize, my boy," the father said to his son who was to be married, "you will not only have another mouth to feed but a big one to listen to."

Pastor: "Officer, I hope you can overlook a little bit of speeding, you see I'm just a poor minister."
Policeman: "I know, I've heard your sermons."

One skiing enthusiast described the sport as whiz-shoosh, rest, climb, and meet another girl who wears so many clothes you can't possibly know what she looks like.

"Course I like Christmas! I even like Santa Clause. But if he doesn't get those hoof-stamping reindeer off my roof, I'm going to heave his sleigh right onto the freeway."

Job Applicant: Any restrictions on long hair?
Employer: None at all. You can even grow a foot-long beard, but don't bring them to work with you.

"Who's got the charge plate?"

A department store director called the Personnel Manager into his office and said: "Why have you appointed a cross-eyed man as our store detective?" "Well just look at him," the manager replied, "Can you tell which way he is looking?"

She Smart: "He's got lots of money but not much common sense."

She Beautiful: "Introduce him to me and he will have neither."

"There goes Wilson in to hit the boss up for a raise again!"

Professor: "Will the class please quiet down? You're making so much noise, I can't hear myself speak."

Student: "Don't worry. You're not missing much."

One small school boy to another: "It may be unconstitutional, but I always pray before a test."

The little ding-a-lingle wanted a catcher's mitt for Christmas.

And that's what he got.

So what did he catch with that mitt after Christmas?

A cold.

Judge: Why didn't you plead guilty at the very beginning and save all of us a lot of time?
Crook: I thought I was innocent until I heard the evidence against me.

"Yes," said the Scrooge-like, still miserly miser, "it is better to give than to receive. And that's all I want from Christmas: to receive."

Solitude is often the reward of punctuality.

"I'm sorry," stated the salesclerk to the little girl, "I just don't have the time to show you any more Christmas toys that cost less than a dollar."

"How about a dollar and ten cents?" asked the little girl.

"Think you're going to get something that much better for an extra ten cents?"

"First let me see it," she replied.

Middle-aged Wolf: Where have you been all my life?
Slick Chick: Well for the first half of it, I wasn't born.

Sending a youngster through college these days is very educational. It teaches his parents how to do without a lot of things.

Happy NEXT Year . . . We hope.

Merry Christmas and good cheer
And don't you think it's nice
That Christmas comes but once a year—
Could you afford it twice?

LOCAL LODGE NEWS

By, for and about B. of R. S. members

B&O Western Lines

Dayton, Ohio (94). The regular quarterly meeting of Winston Local No. 94 will be held in Cincinnati, Ohio on Saturday, January 15, 1972, at the Imperial House Motel Coffeeshop, Glendale-Milford Road, By-Pass U.S.-50 and I-75. Meeting to convene at 10:00 a.m. (Please note change of time and place.)

H. W. RUPP, C.S.

Missouri Pacific

Sedalia, Mo. (72). A retirement dinner was held on October 29, 1971 honoring Brother Robert Corneau. Brother Corneau was retiring after 45 years of service in the Signal Department of the Missouri Pacific Railroad.

He started as a helper in 1926 and moved up to assistant in 1929. Brother Corneau was promoted to signalman in 1939 and foreman in 1950.

After a delicious dinner, Brother Herman Martin, a signalman in the St. Louis Terminal, presented Brother Corneau with a gift from all of his fellow workers.

The officers and members of Local 72 join Brother Corneau's many friends in wishing him many happy, healthy years of peaceful retirement.

E. R. HILL

Brother Robert Corneau thanked the members of Local 72 for the gift presented to him at a retirement dinner held in his honor on October 29, 1971.

Penn Central Signalman Retires After 53 Years

Brother Walter R. Edwards, a member of Local 102, Trenton, N.J., retired from the Penn Central on December 15, 1970.

Walter was Chairman of Local 102 from 1951 until 1969 and served the Pennsylvania General System Committee as Vice Chairman-East from 1957 until 1969.

Brother Edwards began his railroad career on May 1, 1917 as a clerk at Morrisville Yards. He transferred in November 1917 to the T&S New York Division as a helper in the Signal Department. At the time of his retirement Brother Edwards was working as maintainer tests.

He informed the Journal that he wished to extend his personal well wishes to his many friends acquired while serving as a member of the System General Committee on the former Pennsylvania Railroad.

The officers and members of Local 102 join officers of the P.R.R. System Committee in wishing Walter and his wife, Anna, many years of healthy and happy retirement.

J. W. WALSH

A. R. Krueger Honored on Retirement

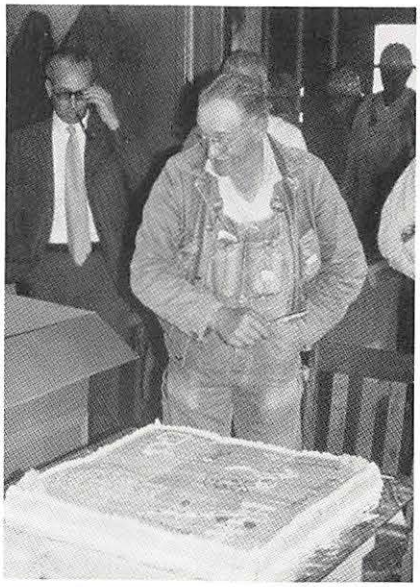
A retirement party for A. R. Krueger, signal maintainer at Springfield, Oregon and a member of Local 152, was held in the signal maintainer's headquarters at Eugene Yard on October 1, 1971. About 75 of his friends were there to greet Art, including several who were already retired.

A cake with decorations depicting some of the trials and tribulations that he had to put up with during his years on the railroad and several nice gifts were presented to him, including an old style flasher relay with his service record inside.

Art started to work for the Southern Pacific on May 15, 1922 in the M. of W. Department. He transferred to the Signal Department on July 10, 1923. He was laid off during the depression on November 6, 1931. He worked in a creamery in Springfield during the time he was laid off and when he was called to help out in a snow storm in 1936 he declined to go because he would have lost his creamery job. He was called back again on May 19, 1937 and he returned this time and had continuous service since then. He retired October 1, 1971.

We all wish him the best of everything in his retirement and hope he will come back to see us once in a while.

WALDO E. HILL



Brother A. R. Krueger, a member of Local 152, retired on October 1. He is shown above with a cake that was baked for the occasion.

Obituary

Paul C. Maddox, member of Local 172, Atchison, Topeka & Santa Fe Railway, passed away in November. He was 46.

Brother Maddox was employed with the Santa Fe as a signalman until June 1, 1971 when he applied for a disability annuity.

Brother Maddox made his home in Highland, California for the last 23 years and lived in California 31 years. He was born in Centrahoma, Oklahoma.

He is survived by his wife, Wilma; two sons and two daughters, to whom the officers and members of Local 172 extend their deepest sympathy.

R. R. VANVACTER

James H. Dolan, retired member of Local 50, Penn Central, passed away September 4. He was 79.

Brother Dolan retired in 1965 as a signal maintainer test, Philadelphia Division, with 53 years of service.

He is survived by his wife, two sons and a daughter, to whom the officers and members of Local 50 extend their deepest sympathy. S. SUNDAY

Glen K. Spaeth, retired member of Local 19 and former member of Local 8, Union Pacific Railroad, passed away July 10. He was 70.

Brother Spaeth picked up M. Klein's great hand tool in 1926 at Granger, Wyoming, for two stalwart men of western signaling, Tom Hays and Walt Fernelius. In 1928 he was maintainer at Green River and often on winter nights the purr of his 41 motor car mingled with the exhaust of the mallets and the coyotes cry along the storied green.

He was on the Kansas Division through the Depression years on the plains and in the fall of 1934 worked with signalmen of the long trails: Pop Baird, Rufus Parter, Bud Hock, Clem Stang and Reed Hallet.

Early in World War II he went to the South Central for the installation of CTC and was in Las Vegas until his retirement. He retired in September 1970 after 44 years of system work.

Surviving are three brothers and one nephew: L. B. Spaeth, Union Pacific Section Foreman, Ogden, Utah, to whom the officers and members of Locals 8 and 19 extend their sympathy.

Rest you well, O Brother, in your hour of Peace and the rolling trains guided by your craft are tributes to your memory. HOBACK IRVIN

Carl Satterfield, retired member of Local 132, Terminal Railroad Association of St. Louis, passed away on September 7. He was 65.

Brother Satterfield began his career on the B&O in 1925. In 1938 he went to work for the Staten Island Rapid Transit in New York. In 1940 he went to work for the Terminal. During his 24 years on the Terminal Brother Satterfield held the following positions: maintainer at Tower 1, "Union Station", foreman of the construction gang, test man, and at the time of his retirement he was foreman of the west side maintenance gang. He retired in May 1964 on a disability.

He is survived by his wife, Edith; daughter, Dora; sons: James, Harold, Carroll, Clyde and Thomas, to whom the officers and members of Local 132 extend their deepest sympathy.

S. GIPSON

Edwin B. Korf, retired member of Omaha Local 168, Chicago and North Western Railway, passed away on September 18 at his home in St. Peter, Minnesota. He was 64.

Brother Korf began his railroad career in 1928 on the Great Northern, working as signalman in the crew. He advanced to relief maintainer and held that position until 1937.

In June of 1937 Brother Korf began work for the former C.St.P.M.&O. as signal maintainer at St. Peter, Minn. At the time of his retirement he was district signal maintainer at Worthington, Minn.

Ed was a charter member of Local 168 and a staunch union member. He was one of the original drafters of the Omaha Agreement. For many years he held the office of local chairman and was a member of the grievance committee when forced to retire in March 1968 following a heart attack. He was held in high respect by all who knew him and his passing leaves a deep void in Local 168.

He is survived by his wife, Helen, to whom the officers and members of Local 168 extend their deepest sympathy.

A. T. OLSON

W. Loring Clark, retired member of Local 161, Atchison, Topeka & Santa Fe Railway, passed away October 26.

Brother Clark started his signal career at La Junta, Colorado on May 12, 1922. On August 1, 1922 he became a member of Local 161 and served as local chairman from 1945 to 1957. He was an arduous worker for the members of Local 161.

During his long career as a signal maintainer, which began in 1924, he was considered by all, including the Santa Fe's top signal officers, one of the finest maintainers on the System. He was signal maintainer at Springer, N.M. when he retired on January 29, 1971.

The officers and members of Local 161 extend their deepest sympathy to the surviving members of his family.

ED.

Dennis P. Ramey, Jr., member of Local 94, Baltimore and Ohio, passed away on August 30 as a result of injuries received in an off-duty auto accident on August 21. He was 20.

Brother Ramey started working for the B&O on June 25, 1969 and was an assistant maintainer in the unit at North Vernon, Indiana.

He is survived by his parents, Mr. & Mrs. Dennis Ramey of Scipio, three brothers and two sisters. The officers and members of Local 94 extend their deepest sympathy to his parents and family. D. J. HAMMOND

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Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

THIS INFORMATION SHOULD BE FORWARDED TO PRESIDENT C. J. CHAMBERLAIN AT GRAND LODGE HEADQUARTERS.

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